

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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LIBERTY MUTUAL INSURANCE COMPANY,
LIBERTY MUTUAL FIRE INSURANCE COMPANY,
LIBERTY INSURANCE CORPORATION,
THE FIRST LIBERTY INSURANCE
CORPORATION, LM INSURANCE CORPORATION,
LIBERTY MUTUAL MID-ATLANTIC INSURANCE
COMPANY, LIBERTY COUNTY MUTUAL
INSURANCE COMPANY, LM PROPERTY and CASUALTY
INSURANCE COMPANY, SAFECO COMPANY OF
INDIANA, and AMERICAN STATES INSURANCE
COMPANY,

Plaintiffs,

-against-

Docket No.: 1:24-cv-04031-EK-SJB

OLEG GOLOUBENKO MEDICAL, P.C.,
OLEG GOLOUBENKO, M.D., AMON CHIROPRACTIC, P.C.,
CRONOS CHIROPRACTIC, P.C., MICHAEL GORELIK, D.C.,
PRIORITY CARE REHAB & PHYSICAL THERAPY, P.C.,
Wael BAKRY, P.T., COUNTY MEDICAL SERVICES, P.C.,
WILLIAM FOCAZIO, M.D., IRINA BELYANSKAYA O.T., P.C.,
IRINA BELYANSKAYA, O.T., NEPTUNE MEDICAL SERVICES,
P.C., ALEXANDER KATZ, M.D., BEST TOUCH PT, P.C.,
ABOURYA ABDELHAMID MAHMOUD, P.T.,
PHYSICAL INFINITY MEDICAL, P.C., PAULINE RAITSES,
D.O., IGOR BELYANSKY, GOLDEN TREE SIE LLC,
IRINA BARINOV, and JOHN DOE DEFENDANTS 1-10,

Defendants.

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AFFIDAVIT IN SUPPORT OF CERTIFICATE OF DEFAULT

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

Frank P. Tiscione, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and an attorney with the law firm of
Rivkin Radler LLP, attorneys for Liberty Mutual Insurance Company, Liberty Mutual Fire

Insurance Company, Liberty Insurance Corporation, The First Liberty Insurance Corporation, LM Insurance Corporation, Liberty Mutual Mid-Atlantic Insurance Company, Liberty County Mutual Insurance Company, LM Property and Casualty Insurance Company, Safeco Company of Indiana, and American States Insurance Company (“Plaintiffs”), the Plaintiffs in the above captioned action. I am fully familiar with the facts and circumstances set forth in this affidavit.

2. I submit this affidavit pursuant to Rule 55.1 of the Local Civil Rules for the Eastern District of New York, in support of Plaintiffs’ application for a certificate of default against the Defendant, Best Touch PT, P.C., (hereinafter “Defendant” or “Best Touch”).

3. This is an action seeking damages against, among others, Defendant Best Touch arising from a systematic defrauding of the Plaintiffs by the Defendants, including Best Touch.

4. Jurisdiction of the subject matter of this action is based upon 28 U.S.C. § 1332(a)(1) because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different states. Venue in this District is appropriate pursuant to 28 U.S.C. § 1391, as the Eastern District of New York is the District where one or more of the Defendant reside and because this is the District where a substantial amount of the activities forming the basis of the Complaint occurred.

5. The Complaint in this action was filed on June 5, 2024 (*See* Docket Entry No. 1). A true and correct copy of the Summons and Complaint was served on Defendant Best Touch on June 25, 2024. Proof of service was filed on June 28, 2024 (*See* Docket Entry No. 18).

6. The Defendant Best Touch has not answered the Complaint and the time for the Defendant to answer the Complaint has expired.

7. This action seeks judgment against Defendant Best Touch for declaratory relief, compensatory damages, punitive damages, treble damages, costs and reasonable counsel fees.

Dated: Uniondale, New York
July 31, 2024

Frank P. Tiscione
Frank P. Tiscione, Esq.